CALTRANS STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION BID FOR

CONSTRUCTION ON STATE HIGHWAY IN VENTURA COUNTY IN VENTURA FROM 0.2 MILE WEST OF ROUTE 118/126 SEPARATION TO ROUTE 34 In District 07 on Route 118

UNDER

Notice to Bidders and Special Provisions dated October 22, 2018 Project plans approved September 10, 2018 Standard Specifications dated 2015 Standard Plans dated 2015

Identified by

Contract No. 07-4W2904

07-Ven-118-0.4/11.0

Project ID 0718000114

Bids open Thursday, November 15, 2018 Dated October 22, 2018

AADD

Bidder Name: Intermountain Slurry Seal, Inc.

BID TO THE DEPARTMENT OF TRANSPORTATION

DES-OE-0102.1

Bidder ID: VC0000101052

Name of Bidder Intermountain Slurry Seal, Inc. Bidder ID VC0000101052
Business Street Address P.O. Box 1841
(Include even if P.O. Box is used)
Business P.O. Box
City, State, Zip Sparks, Nevada, 89432
Telephone No. 7753555237

Contractor License No. 462443

California Department of Industrial Relations Registration number 1000000238 Checksum A3A31DCA

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the Notice to Bidders.

For a cost plus time based bid on a contract without a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the non-establishment work within the number of working days bid for non-establishment work.

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, the item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
 - 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
 - 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
 - 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.
 - 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

- 2.7. The Department's decision on the bid amount is final.
- Bidder has and acknowledges the following addenda:1 11-09-18 Revise Notice to Bidders and Special Provisions,
 - 4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid, including any additive items: Bidder's Bond
 - 5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:
 - 5.1. Criminal prosecution
 - 5.2. Rejection of the bid
 - 5.3. Rescission of the award
 - 5.4. Termination of the Contract

PRINTED NAME: Marc Thoreson AND TITLE OF PERSON SIGNING: Construction Manager

BY (Authorized signature)

DATE SIGNED (Do not type)

Bidder Name: Intermountain Slurry Seal, Inc. Bidder ID: VC0000101052

Blader	Name: Int	termountain Slurr	y sea	il, liic.		Di	.uuci ib.	VC0000101052
Item No.	 Item Code	 Item Description		of		Unit	Price	Item Total
1	070030 PLAN	LEAD COMPLIANCE	 LS	LUMP SU	 JM 	LUMP	SUM	5,000.00
2	120090 AREA SIG	CONSTRUCTION GNS	 LS	LUMP SU	 JM 	LUMP	SUM	45,000.00
3	120100 SYSTEM	TRAFFIC CONTROL	. LS	LUMP ST	I JM I	LUMP	SUM	530,500.00
4	130100 MANAGEM	JOB SITE ENT	 LS	LUMP SI	 JM 	LUMP	SUM	 10,000.00
5		PREPARE WATER ON CONTROL	 LS	LUMP S	 JM 	LUMP	SUM	2,500.00
6	THERMOP	REMOVE YELLOW LASTIC TRAFFIC (HAZARDOUS WASTE)		104,00	0.0		0.50	 52,000.00
7	190185 	SHOULDER BACKING	 TON	1,00	0.01		88.60	 88,600.00
8	374207 	CRACK TREATMENT	 LNM		4.0		5,000.00	 20,000.00
9	377501 	SLURRY SEAL	 TON		0.01		112.00	 432,320.00
10		REPLACE ASPHALT E SURFACING		80	0.01		305.00	 244,000.00
11	810120 MARKER	REMOVE PAVEMENT	 EA	5,26	0.0		1.00	 5,260.00
12	810130 DELINEA		 EA	8	0.01		35.00	2,800.0

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 07-4W2904 Project ID: 0718000114
Bidder Name: Intermountain Slurry Seal, Inc. Bidder ID: VC0000101052

Bidder	Name: Intermountain Slurry	y Seal, Inc.	Blader ID:	VC0000101052
Item No.				Item Total
13	810170 DELINEATOR (CLASS 1) 	 80.0 EA	75.00	6,000.00
			3.00	15,780.00
15		 8,450.0 SQFT	15.00	 126,750.00
	840617 6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 6-1)	210.0	1.00	 210.00
	840621 6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 17-7)	13,800.0	0.55	7,590.00
18	840623 6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)	21,700.0	0.55	 11,935.00
19	846007 6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	212,000.0	0.80	 169,600.00
20	846008 6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 8-4)		1.00	 590.00
21	846030 REMOVE THERMOPLASTIC TRAFFIC STRIPE		0.35	 45,150.00
22	846035 REMOVE THERMOPLASTIC PAVEMENT MARKING	2,900.0 SQFT	1.20	3,480.00

Bidder Name: Intermountain Slurry Seal, Inc. Bidder ID: VC0000101052

Item No.	Item Item Code Description		Unit Price	 Item Total
23	870009 MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION		LUMP SUM	10,000.00
24	872130 MODIFYING EXISTING ELECTRICAL SYSTEM		LUMP SUM	20,000.00
25	999990 MOBILIZATION		LUMP SUM	1 210,000.00
 	Total Bid	LS		\$2,065,065.0

Bidder Name: Intermountain Slurry Seal, Inc.

DES-OE-0102.2C (REV 03/2015)

Bidder ID: VC0000101052

Bidding Firm: Intermountain Slurry Seal, Inc.

List this sub? Yes

1) Business Name Statewide Traffic Safety & Signs
Location City Nipomo State CA
California Contractor License Number 975518
Public Works Contractor Registration Number 1000001109
Portion of Work Subcontracted:

Corp A, C31, C32, G1/D42 8/31/20

List this sub? Yes

2) Business Name E-Nor Innovations, Inc. Location City Gardena State CA California Contractor License Number 931953 Public Works Contractor Registration Number 1000007079 Portion of Work Subcontracted:

Item % Description
3 20 Traffic Control, PCMS Boards, Light Plants

Corp C31, C61/042, A 4/30/19

List this sub? Yes

Item %

3) Business Name B C Traffic Specialist
Location City Orange State CA
California Contractor License Number 877686
Public Works Contractor Registration Number 1000005503
Portion of Work Subcontracted:

C61/106, C61/038, C61/064

1 30 Lead Compliance Plan

6 100 Remove Yellow

11-12 100 Remove Pavement Marker

13-22 100 Remove and Replace Striping, Markings, Markers

25 8 mobilization partial

5/31/20

Description

Bidder Name: Intermountain Slurry Seal, Inc.

DES-OE-0102.2C (REV 03/2015)

Bidder ID: VC0000101052

Bidding Firm: Intermountain Slurry Seal, Inc.

List this sub? Yes

4) Business Name MD Rubberized Crackfill Location City Santa Ana State CA California Contractor License Number 986686 Public Works Contractor Registration Number 1000006438 Portion of Work Subcontracted:

Item %

Description

8 65 Crack Seal-Partial

List this sub? Yes

5) Business Name Traffic Loops Crackfilling, Inc. Location City Anaheim State CA California Contractor License Number 652956 Public Works Contractor Registration Number 1000003794 Portion of Work Subcontracted:

Description Item % 23 4.5 Maintain existing Traffic Control Management System-part 24 29 Modify existing electrical system-partial

List this sub? Yes

6) Business Name Toro Enterprise Inc. Location City Oxnard State CA California Contractor License Number 710580 Public Works Contractor Registration Number 1000002410 Portion of Work Subcontracted:

Item % 3 3 traffic control partial 7 100 shoulder backing 10 100 Replace AC 25 8 mob Partial

Description

Bidder Name: Intermountain Slurry Seal, Inc.

CALIFORNIA COMPANY PREFERENCE DES-OE-102.9 (REV 11/2008) Bidder ID: VC0000101052

This form must be completed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code • 6107 and meets one of the following (enter requested information):

1. I am a California company which has its principal place of business in California.

or

2. I a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.
Name of State:

or

3. I a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State:

California Sales or Use Tax No .:

or

The undersigned certifies that it is not a "California company."

4. I a California company.

My principal place of business is in:

(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

Describe:

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	Signature	of	Bidder_	
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STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION Contract No.: 07-4W2904 Project ID: 0718000114 Bidder Name: Intermountain Slurry Seal, Inc. Bidder ID: VC0000101052 OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS DES-OE-0102.12A (REV. 8/2012) To opt out of payment adjustments for price index fluctuations as specified, complete this form. I opt out of the payment adjustments for price index fluctuations. Enter Date and Name to opt out of payment adjustments for price index fluctuations. Date: Bidder's Name:

Signature:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 07-4W2904 Project ID: 0718000114

Bidder Name: Intermountain Slurry Seal, Inc. Bidder ID: VC0000101052

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code ♦ 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of CA County of Sacramento

Name: Marc Thoreson,

being first duly sworn, deposes and says that he or she is

Construction Manager of

Intermountain Slurry Seal, Inc.

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code ♦ 7110, the contractor acknowledges that:

- 1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

Bidder Name: Intermountain Slurry Seal, Inc. Bidder ID: VC0000101052

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code • 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code ♦ 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? No

If the answer is yes, explain the circumstances in the following space.

ANTITRUST LAW

Under Pub Con Code ♦ 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder Has Not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code ♦ 1101, with any public entity, as defined in Pub Cont Code ♦ 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the Standard Specifications.

Bidder Name: Intermountain Slurry Seal, Inc. Bidde

Bidder ID: VC0000101052

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

- 1. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?
- 2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?

 No
- 3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

 No
- 4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
- 4.1. Date of each nonresponsibility determination
- 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
- 4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

Bond Number: SCA18110447
Contractor Information

Principal: Intermountain Slurry Seal, Inc.

Address: P.O. Box 50085 Watsonville California 95077 United States

Owner/Obligee Information

Bond Form: Bid Bond in accordance with Contract Specifications **Owner/Obligee:** State of California, Department of Transportation

Address: 1727 30th Street, Bidders' Exchange, MS 26 Sacramento California

95816 United States

Bond Information

Surety: Travelers Casualty and Surety Company of America

Bid Date: 11/15/2018

Estimated Contract Price: \$2,270,000.00 Time For Completion: 120 Working Days Liquidated Damages: \$4,800.00 Per Day

Estimated Work On Hand:

Amount of Bid Security: Ten Percent (10%) of bid amount

Contract # or IFB #: 07-4W2904

Description of Job: FOR CONSTRUCTION ON STATE HIGHWAY IN VENTURA COUNTY IN VENTURA FROM 0.2 MILE WEST OF ROUTE 118/126 SEPARATION TO ROUTE 34 In

District 07 On Route 118

Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10 Bid Security Maximum:

Owner Assigned Contractor Number: VC0000101052

Primary Agency:

Alliant Insurance Services, Inc.
Power of Attorney Limited to: unlimited

Executed

Entered By: Ashley Stinson - 11/7/2018 6:55:03 PM ET

Approved & Executed By:

Ashley Stinson

Ashley Stinson (Signed: 07-Nov-2018 06:55 PM EST (UTC-05:00)) Signature Information

Know all men by these presents that Travelers Casualty and Surety Company of America, a Corporation duly organized under the laws of the State of Connecticut, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

Contract No. 07-4W2904
Bond No,
We
as Principal, and
as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a bid to the Obligee, for
CONSTRUCTION ON STATE HIGHWAY IN VENTURA COUNTY IN VENTURA FROM 0.2 MILE WEST OF ROUTE 118/126 SEPARATION TO ROUTE 34
In District 07 on Route 118
for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on 11-15-18.
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.
In the event a suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.
Dated:, 20
Principal:
Surety:
Address of Surety:
(for correspondence or claims)
Ву
Attorney-in-Fact

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

DES-OE 0102.3 (REV 4/2016)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California
County of
On this before me,
Date Here insert Name and Title of the Officer
personally appeared
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal
SIGNATURE
Signature of Notary Public
(SEAL)